

# **AGREEMENT**

Between the

**LINCOLN COUNTY COMMISSIONERS**

And

**FRATERNAL ORDER OF POLICE**

January 1, 2022 – December 31, 2024  
(Except as otherwise provided)

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## **ARTICLE 1 – RECOGNITION**

Pursuant to the Agreement on Appropriate Bargaining Unit dated March 27, 1992, as modified by a subsequent agreement effective June 1, 1996, the County recognizes Fraternal Order of Police who was certified by the Maine Labor Relations Board on December 11, 2011, as the sole and exclusive bargaining representative for the purposes of negotiations with respect to wages, hours of work, working conditions, and all other terms and conditions of employment, for the employees of the Lincoln County Sheriff's Office which shall include all Sheriff's Office employees in the classifications of full-time lieutenants, special services supervisor, sergeants, detectives, deputy sheriffs and special services officers. Excluded from the unit are all other Lincoln County Sheriff's Office employees, including without limitations, administrative assistants, and all other Lincoln County Sheriff's Office employees.

## **ARTICLE 2 - UNION SECURITY**

### **A. Legal Rights and Responsibilities**

All employees shall have the right to join or refrain from joining the Union. Employees who do not join the Union shall have the right of self-representation as set forth in 26 M.R.S.A. §967 (2) (5). No employee shall be favored or discriminated against either by the County or the Union because of his/her membership in the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all unit employees, subject to the limitation set forth below, in the bargaining unit without discrimination, interference, restraint or coercion.

### **B. Check Off**

The County shall deduct regular bi-weekly dues, fair share fees, and Income Protection Insurance, and upon receipt of a signed authorization card from a unit member (a copy of which is to be retained by the County) and a certified statement from the Secretary/Treasurer of the Union as to the amount of dues, fees and premiums. All such forms shall be supplied by the Union. The County shall forward all such dues and fees so collected to the certified Secretary/Treasurer before the tenth (10th) day succeeding the month for which deductions were made. The Union shall indemnify and save the County harmless against all claims and suits which may arise by reasons of any action taken in making deductions of such dues, fees, and premiums and remitting the same pursuant to this Article.

### **C. Voluntary Fair Share**

The employees who choose not to join the Union shall be subject to one of the following options:

#### **1. Self -Representation**

The employee may represent him/herself in accordance with 26 M.R.S.A §967, (2) (5), or

2. Voluntary Fair Share Rate Option

The employee may voluntarily agree to pay a fair share fee of an amount they choose to defray the cost of contract administration, or

3. Fee for Service Option

Be subject to no fair share fee but should the employee seek the services of the Union for a grievance hearing, the employee will pay in accordance to the fee schedule then in effect for services rendered. The Union's cost for the arbitration and the cost of the proceedings, if any, will be borne by the employee.

**ARTICLE 3 – DEFINITIONS**

**A. Regular Full-Time Employee**

A regular full-time employee is regularly scheduled to work thirty-five (35) or more hours per week and shall have completed the probationary period.

**B. Probationary Period**

1. Special Services - The probationary period for special services officers shall be six (6) months from the date of hire. Date of hire for the purposes of this Agreement shall mean the first day of work, during such probationary period, the County's right to discipline and discharge shall be incontestable and non-grievable.

2. Law Enforcement - The probationary period for patrol officers shall be twelve (12) months after completion of the Maine Criminal Justice Academy or the date the MCJA board waives the basic training requirement, during which period the County's right to discipline and discharge shall be incontestable and non-grievable.

3. New Employees – Except as provided in §2. above, new employees hired who have completed the Maine Criminal Justice Academy and are certified, shall serve a probationary period of six (6) months from the first day of work. This probationary period may be extended an additional six (6) months at the discretion of the Sheriff.

4. Promotions and Transfers – There shall also be a six (6) month probationary period applied to all promotions, transfer of positions and/or classification changes. Revocation of probation for failure to satisfactorily perform in the employee's new assignment shall not warrant discharge, unless for just cause, but will result in a return to his/her previous position.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **A. Management Rights**

Management of the operations and direction of the County work force shall be solely and vested exclusively in the County Commissioners (“County” or their designee). The County Sheriff shall be the designee who shall be responsible for administering and directing the Sheriff’s Office as authorized by the County budget. Without limiting the foregoing, the County shall have the sole and exclusive right to hire or promote, to transfer, assign, subcontract or relocate work, to discharge or discipline, to schedule hours and to require such overtime work as is necessary for County operations, to relieve employees from duty because of lack of work, to increase or decrease the work force or to decide the number and location of its operations, to establish standards for the quality and quantity of work to be performed, to establish the personnel required in supervisory, clerical and other positions not included in the bargaining unit, and the right to establish or change procedures, practices, programs, rules or regulations except when such establishment or change would conflict with the express provisions of this Agreement. The Union and the County agree that the Union shall have the right to bargain over the impact of a decision by the County to subcontract work.

### **B. Waiver of Bargaining During Contract Term**

The Union expressly understands that the County has the right to manage its operations as set forth above and has the ability to establish or change any policy, procedure, practice, program, rule or regulation except if such a change would expressly conflict with a provision of this Agreement, including without limitation §C. of this Article.

### **C. Labor Management Committee**

A Labor Management Committee consisting of three (3) representatives of each party shall meet upon the request of the other. The parties shall provide an agenda to each other at least three (3) days in advance of any meeting. The purpose of this committee is to discuss contract administration items and other issues not subject to collective bargaining or the grievance procedure. Minutes of these meetings shall be prepared by the County, subject to review by the Union. No changes to this Agreement shall be made as a result of labor management consultation unless reduced to writing, ratified and signed by both parties to this Agreement.

### **D. Creation of New Division(s)**

In the event a municipality contracts with the County to provide local police services, the County may create a new Division. The seniority definitions, assigned duties, schedules, shifts, hours of work, assignment of overtime, and other working conditions shall be developed by the County to meet the needs of such a contract and may or may not reflect the definitions of existing Divisions within the Collective Bargaining Agreement. Any conflicting definitions will only apply to employees within the newly defined Division and shall not be applicable to employees within Divisions already defined in the Collective Bargaining Agreement.

## ARTICLE 5 – UNION RIGHTS

### **A. Union Business On Work Time**

The Union agrees to furnish the Employer with the names of the officers of the Union. The Union may use the County premises for Union meetings with the prior approval of the Commissioners or their designee. The Employer agrees that during working hours on County premises, and without loss of pay, Union representatives and Union officers shall be allowed, within reasonable limits and with the advance consent of the employee's immediate non-bargaining unit supervisor, when one is present, otherwise the supervisor on duty, to post Union notices, transmit communications, and consult briefly with the Sheriff or his/her designee concerning the enforcement of any provision of this Agreement. Union representatives shall be allowed, within reasonable limits and with the advance consent of the employee's immediate non-bargaining unit supervisor when one is present, otherwise the supervisor on duty, to consult briefly during working hours with Union officers concerning enforcement of any provision of this Agreement.

### **B. Bulletin Board**

The Union may establish bulletin boards in the Administrative office and Patrol Division for posting notices to its membership.

## ARTICLE 6 - SENIORITY

### **A. Seniority List**

The Employer shall establish a seniority list and it shall be brought up to date as of the first of January of each year and posted at the Sheriff's Office. A copy shall be mailed to the secretary of the Union. Any objection to the seniority list posted shall be reported to the Sheriff in writing within ten (10) calendar days following the posting of such list or it shall stand as accepted. Objections to the accuracy of the list will be limited to changes or additions made since the last January posting.

### **B. Seniority Classifications**

1. County Seniority – County seniority shall mean an employee's length of continuous service with the County since the employee's most recent date of hire. County seniority will be used for the purpose of computing vacation and sick leave entitlement, retirement, and placement on the seniority list.

2. Bargaining Unit Seniority – Bargaining unit seniority shall mean the total length of continuous service in the bargaining unit since the employee's most recent date of hire into the bargaining unit. Article 8 §B details the use of bargaining unit seniority.

3. Classification Seniority – Classification seniority shall mean the total length of continuous service in a position classification.

## ARTICLE 7 – RESIGNATIONS

An employee may resign from County service in “good standing”. Good standing shall mean the submittal of a written notice to the Sheriff ten (10) working days in advance of the last day actually worked. The Commissioners may approve a shorter period of notice if extenuating circumstances exist.

## ARTICLE 8 – PROMOTIONS, LAYOFFS AND RECALL

### **A. Promotions**

Bargaining unit seniority shall be a factor affecting promotions provided that the employees are otherwise substantially equal in knowledge, skills, ability, and work record.

### **B. Lay Off**

#### 1. Notice

When the County Commissioners take any action that will result in a layoff of any employee covered by this Agreement, the affected employee will be given at least thirty (30) calendar days’ notice prior to the layoff taking effect. Should the County not be able to provide thirty (30) calendar days’ notice to the affected employee, the County will compensate the affected employee for thirty (30) days pay and benefits.

#### 2. Severance

Employees who have at least five (5) years of service but less than ten (10) years of service as of the effective date of the layoff, will be paid twenty-five (25%) of their accumulated sick leave up to a maximum of ninety (90) hours.

#### 3. Criteria

Bargaining unit seniority shall be a governing factor in all matters affecting layoff and will be considered first within the affected divisions, then within the affected classification and finally within the Sheriff’s Office. The employees affected shall be allowed to bump into another lesser classification, only if the Sheriff or his/her designee agrees that the employee(s) is qualified to do so.

### **C. Recall**

Employees who are laid off shall be placed on a recall list by classification for one (1) year. Recall shall be by reverse order of layoff. Recall notices must be answered and a date as to return to work agreed upon between the employee and the employer within seven (7) calendar days of receipt of the notice of recall. No new employees shall be hired until all employees on layoff have been given an opportunity to return to work provided that the recalled employee has the skill and ability to fill the vacant position. Nothing therein shall restrict the option of an employee to accept layoff in lieu of a reduction in job classification without loss of the employee’s right to be rehired hereunder.

## **ARTICLE 9 – WORK WEEK**

### **A. Standard Work Week**

The standard work week for full-time employees of the Sheriff's Office shall be forty (40) hours in a seven (7) days' work week. Employees will be compensated for all hours worked over forty (40) at the rate of time and one-half (1 ½).

### **B. Compensatory Time**

#### 1. Rate of Compensation

Employees may, at their option, receive compensatory time off at a rate of one and one half (1 ½) hours for each hour of employment for which overtime compensation is required under the Fair Labor Standards Act. If a claim is brought against the County and the County is found to be in violation of the manner in which compensatory time is requested by employees, the Union shall hold the County harmless from all costs, damages, and legal fees that may occur.

#### 2. Maximum Accruals

A maximum of twenty (20) hours of compensatory time may be accrued at any one time. Any dispute regarding the number of hours an employee has earned or is eligible for shall be reviewed with the Department Head.

#### 3. Procedures for Using Compensatory Time

Employees desiring to use accrued compensatory time must make a specific request in writing to their immediate supervisor. Use of such time will be allowed within a reasonable period following the request as long as the use does not unduly disrupt the operations of the Sheriff's Office. Any compensatory time remaining at the end of the year, shall be paid in wages on or before December 31.

### **C. Determination of Hours Worked for Overtime Purposes**

Pre-approved vacation and holiday time off work shall count in the calculation of overtime for additional shifts an employee works outside of their regular schedule.

### **D. Overtime and Compensatory Time Payment**

Overtime and compensatory time payments are subject to current and future provisions of federal and state law. In the event of a conflict of future change, federal and state requirements will take precedence over the above policy.



**E. Workweek Schedules**

The County has the right to set or change scheduled or staffing patterns. Any change or intended change in schedules or staffing patterns except daily shift changes necessitated by an employee's absence or mandated staffing requirement will be discussed with the Union prior to the change. Requests to change the schedule made by individual employees shall be made at least fourteen (14) days prior to the time such scheduled change would take effect unless the Sheriff waives this requirement. Except as provided in this section, schedules shall be posted at least fourteen (14) days prior to the starting date of the scheduled change. The County reserves the right under exigent circumstances, including but not limited to, schedule or staffing pattern changes necessitated by extended absence due to illness of injury and administrative leave. In such circumstances, the County agrees to give the Union seven (7) days notice prior to the starting date of the change. An example of an exigent circumstance is one that is unknown in sufficient advance of the occurrence to give a fourteen (14) days notice. The County will negotiate the impact, if any, of these changes in this circumstance.

Employees may flex their shifts with the approval of the Sheriff or his/her designee.

**F. Overtime Distribution**

Overtime will be distributed on an equitable basis by bargaining unit seniority rotation within the affected division, then by qualification of the employee with the Sheriff's Office, and then part time employees. Overtime procedures or distribution shall not be subject to the grievance procedure above the Sheriff's step. If a person refuses an overtime shift, that person's name shall go to the bottom of the rotation list.

**G. Scheduled Shift Vacancies**

When a scheduled leave creates a shift vacancy that the Sheriff determines must be filled, the County concurs that the normal practice will be to call upon the appropriate regular full time staff in a rotation based upon seniority to fill such shifts. Additional criteria and/or selection process for filling such vacancies and for special details may be considered in the future by the labor management committee. Scheduled leaves shall be defined as shift openings created by vacation or floating holidays scheduled pursuant to Article 11 §D of this Agreement.

**H. Shift Bids**

Employees will bid quarterly for their shifts. Classification seniority shall be a determining factor.

**I. Snow Days**

Due to the nature of the work performed by the members of the bargaining unit, no special pay or special arrangement shall be made for members of this bargaining unit, in the event the courthouse is closed due to weather conditions.

**J. Firearms Qualification**

All members of the bargaining unit required to carry a firearm in the course of their employment, shall train no less than once per year. Employees who fail to qualify must complete remedial training within thirty (30) calendar days of the date the employee failed to qualify. All qualification hours spent in training at the range, except remedial training, will be calculated as hours worked for purposes of overtime.

**ARTICLE 10 – UNIFORMS AND EQUIPMENT**

**A. Uniforms-Equipment**

The County shall decide what uniforms and equipment shall be worn or utilized. Uniforms and/or equipment shall be provided to each bargaining unit member. Uniforms and equipment shall be provided to the bargaining unit members required to wear a uniform.

**B. Cleaning**

The County shall provide a cleaning service for uniforms to include the pick up, cleaning, and delivery of no more than two (2) uniforms per week as needed per bargaining unit member. Pick up and delivery shall occur twice per week.

**C. Clothing Allowance**

1. The County shall provide detectives with a clothing allowance of eight hundred dollars (\$800.00) per year.

2. An employee promoted to the Criminal Investigative Division will be issued a clothing allowance at a pro-rated amount when s/he begins the new assignment.

**ARTICLE 11 – LEAVE BENEFITS**

**A. General Policy**

Leave is any authorized absence during regularly scheduled working hours that is approved by prior authority of the Commissioners or their designee. Leave may be authorized with or without pay and shall be granted in accordance with these rules, on the basis of work requirements of the Sheriff's Office and, whenever possible, the personal wishes of the employees. This provision applies to full time employees only.

**B. Holidays**

1. Procedure

Employees shall receive fourteen (14) floating holidays on January 1, of each year in lieu of holiday pay. Employees shall schedule the use of their floating holidays pursuant to §D below. Employees who join or leave the bargaining unit during the calendar year shall receive credit for floating holidays on a pro rata basis of 11.67 hours for each month of service. The County shall advance one half (1/2) of available holidays on January 1 and the balance of available holidays shall be advanced on July 1. In the event an employee has been advanced more floating holidays than has been earned on a pro rata basis at the time the employee leaves the bargaining unit, the amount of holidays advanced shall be deducted from the employee's last paycheck. Floating holidays can be used in conjunction with vacation time, if approved by the Sheriff or his/her designee. The floating holidays are as follows:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Presidents' Day        | Columbus Day           |
| Martin Luther King Day | Patriot's Day          |
| Memorial Day           | Veteran's Day          |
| Independence Day       | Day after Thanksgiving |
| Thanksgiving Day       | Christmas Day          |
| (2) Personal Holidays  |                        |

2. Thanksgiving and Christmas Day Provisions

Thanksgiving Day and Christmas Day hours worked shall be paid at time and one half (1.5) in addition to any overtime earned during the week of the holiday. The payment of time and one half on the holiday shall not decrease the number of hours paid at the overtime rate during that week.

3. Holiday Carry Over

If employees request and are unable to use all the floating holidays during the year in which they were earned and have not requested payment for such days, they may be carried over into the first three (3) months of the following year, when they must be used or paid at their straight time rate of pay.

**C. Vacation**

1. Accrual

Vacation leave will be earned by full-time employees and credited to their leave records on the basis of monthly accruals. Leave will be accrued as follows:

- a. Less than five (5) years                      Eighty (80) hours  
(Six and six tenths (6.6) hours per month but not more than eighty (80) hours per year.)
- b. Five (5) to ten (10) years                      One hundred (100) hours  
(Eight and three tenths (8.3) hours per month but no more than one hundred (100) hours per year.)
- c. Ten (10) to fifteen (15) years                      One hundred twenty (120) hours  
(Ten hours per months and not more than one hundred twenty (120) hours per year.)
- d. Fifteen (15) or more years                      One hundred sixty (160) hours  
(Thirteen and three tenths (13.3) hours per month and not more than one hundred sixty (160) hours per year.)

2. Accrual Date

Vacation leave for the month will accrue on the last day of each calendar month worked. Entering and terminating employees will accrue annual leave in proportion to the total hours worked during the month.

3. New Employees

Newly hired employees are eligible to use accumulated vacation leave after they have completed six (6) months of service, for all hours earned greater than required under Maine's *Earned Paid Leave* law. Eligible hours earned under EPL shall be available for an employee to use after completion of 120 days of employment.

4. Scheduling

While vacation leaves are granted with the intent of permitting an employee to be away from his/her job, vacation must, at the same time, be scheduled so as not to interfere with normal County departmental operations.

5. Maximum Accrual

At the end of the calendar year, the maximum number of vacation leave hours that can be carried over to the next year shall be no more than one (1) time the employee's vacation accrual. However, when an employee requests and is unable to use vacation leave due to an emergency situation or due to a requirement of the job as determined by the Commissioners or their designee, that employee shall be given the option of receiving pay or be allowed to carry the unused leave forward into the first three (3) months of the following year.

6. Cash Payments

Employees may not receive cash payments for unused leave while continuing in the employ of the County excepts as noted in subsection 5 above.

#### **D. Request Procedures for Vacation and Holidays**

It is the responsibility of the employee to request sufficiently in advance, time off for vacation and floating holidays. Reasonable requests for such time off shall be granted on a seniority basis except in the event of emergency situations. Upon request of the employee in advance of the first pay period in December, any unused floating holiday time may be paid at the straight time rate. In the absence of such a request, any unused holiday time shall be handled in the manner described in §C.5. of this Article. If the requested leave period exceeds one day, the request will be submitted not less than two (2) weeks prior to the beginning of the request leave period.

#### **E. Sick Leave**

##### 1. Purpose

The purpose of sick leave is to ease the financial burden of personal illness or injury of the employee or immediate members (parents, child, and spouse) of the employee. An employee may be granted sick leave in the following cases:

- a. Personal illness or physical incapacity of such a degree to render the employee unable to perform the duties of the assigned position.
- b. Medical leave consisting of medical or dental appointments.
- c. Serious illness of a parent, child, or spouse and the care of the employee is required.

##### 2. Partial Day Absences

Absences for a fraction or part of a day that are chargeable to sick leave shall be charged proportionally in an amount not less than one (1) hour.

##### 3. Earning Rate and Maximum Accumulation

Sick leave will be earned by all full-time employees at the rate of eight (8) hours per month from the date of their initial employment. Sick leave may be accrued to a maximum of seven hundred twenty (720) hours except as noted in §4. below.

##### 4. Sick Leave Incentive

Once employees have accumulated seven hundred and twenty (720) hours, they may continue to earn their monthly accumulation until the end of the current calendar year. Any sick leave taken after reaching the maximum accumulation of seven hundred and twenty (720) hours first will be deducted from the sick leave earned above the maximum. Employees who do not reduce their sick leave below seven hundred and twenty (720) hours, will be entitled to be paid at straight time for one-half (1/2) his/her sick leave accrued beyond the seven hundred twenty (720) hours. This annual payment will be made on the first (1st) pay period in December. However, if the employee uses sick leave in the month of December after receiving the sick leave incentive payment, the day will be deducted at the time used from the employee's sick leave actual at the time of such use.

5. Payment of Sick Leave

After ten (10) years of continuous service with the County, the employees will receive one-half (1/2) their accumulated sick leave up to a maximum of three hundred sixty (360) hours when they leave employment in good standing.

**F. Family Medical Leave**

The Federal Family Medical Leave Act will be integrated with the leave provisions of this Agreement. Any employee not eligible for the Federal Family Medical Leave Act may be eligible for family medical leave pursuant to State Statute.

**G. Bereavement Leave**

Employees will be granted up to forty (40) hours of bereavement leave which shall be consecutive and include the day of the funeral or service for the employee's spouse, parents, or children. Employees will be granted up to twenty-four (24) hours of bereavement leave which shall be consecutive and include the day of the funeral or service for the employee's grandparents, siblings, mother-in-law, and father-in-law. If additional leave time is required, accrued vacation leave, holidays, or leave without pay may be granted by the County Commissioners.

**I. Jury Duty Leave**

Whereas jury duty may, at times, be required of employees, the time so spent will be treated as active work time and not charged against leave. The difference between jury duty pay and the employee's regular salary will be compensated by the County.

**J. Unpaid Leave**

Leave without pay for a period not to exceed twelve (12) months may be granted to an employee subject to the recommendation of the Sheriff and the approval of the Commissioners. This leave shall be requested in writing in advance of the need. At the conclusion of the leave without pay, the employee may return to a position similar to that which s/he left, provided such an opening exists. Vacation, holiday, and sick leave will not be accrued during the leave period. Employees may continue to participate in the insurance programs of the County for which they are eligible, provided premium payments are made on or before the 1<sup>st</sup> of each month to the Finance Office.

**K. Military Leave**

The County will follow the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994.

**L. Leave Approval**

It will be the responsibility of the Sheriff or his/her designee to approve employees' requests for holiday, vacation, short term sick, bereavement, jury duty leave except as may be otherwise provided by the Agreement. All military leave without pay, family medical, unpaid, and other long term leave must be requested in writing and approved by the Commissioners.

**M. Leave Scheduling**

It shall be the responsibility of the Sheriff and/or Commissioners, as appropriate, or his/her/their designee to grant leave consistent with the needs of the Sheriff's Office and County. It shall be the responsibility of the employee to provide such notice within a minimum of two weeks with the exception of sick and bereavement leave or family medical leave which shall be requested in accordance with the Family Medical Leave Policy.

**N. Worker's Compensation**

1. Coverage

All employees of the County are covered by Worker's Compensation. There is no cost to the employee.

2. Day of Injury

An employee who is injured on the job and is sent home, to the hospital, or who must obtain medical attention shall receive pay at the applicable rate for the balance of his/her regular shift on that day.

3. Pay Status

During any period of injury when the employee is receiving Worker's Compensation, the employee's regular pay will be suspended, except as noted in the extra hazardous injuries. Benefits shall continue to accrue and be paid for a period of up to three (3) months. Absences because of such injuries shall not be charged to accumulated sick leave except during the waiting period. This section applies to non-controverted worker's compensation injuries and to employees who are acting within the law of the State of Maine and within the policies and practices of the Sheriff's Department.

**O. Extra Hazardous**

1. Conditions

The County agrees that employees covered by this Agreement who are injured on the job while performing extra-hazardous duties shall receive, in addition to compensation paid or payable under the Worker's Compensation Act, an amount sufficient to bring the employee up to full net pay weekly earnings for a period of up to six (6) months while the incapacity exists. Benefits shall continue to accrue and be paid for the same six (6) month period. These payments shall cease when the employee is placed on disability retirement or returns to active duty

2. Extra Hazardous Defined

- a. Injuries sustained while pursuing, apprehending, arresting, or detaining suspects.
- b. Injuries incurred during the official operation of a police motor vehicle or watercraft in emergency situation.
- c. Injuries incurred while standing in a roadway directing traffic, when the officer is wearing safety equipment provided to the officer when available.
- d. Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
- e. Serious injuries sustained while performing duties such as traffic stops, OUI and seatbelt detail.

3. Reservation of Rights

The County reserves the right to review injuries under this Article. The review may include an interview with the employee or advice from professionals.

**P. Light Duty**

1. Non Worker's Compensation Illness or Injury

Employees absent due to illness or disability may be assigned to a light duty assignment for which the employee is qualified and able to perform, provided such light duty work is available. The County may secure a medical opinion as to the fitness for duty or work restrictions from the County's medical provider.

2. Worker's Compensation Illness or Injury

If the employee is absent and receiving Worker's Compensation, assignment to light duty shall be in accordance with the provisions of the Worker's Compensation statutory reform.

3. Assignment Limitation

In any event, light duty is considered to be a temporary assignment, generally not lasting more than two (2) months. Such duty may be extended when necessary.



## ARTICLE 12 – BENEFITS

### **A. Health Insurance**

#### 1. Contribution

The County agrees to make available to bargaining unit members a health insurance plan. This plan will be the same plan which will be provided to other County employees. The County will contribute eighty-five percent ( 85%) of the cost of the employee coverage and eighty-five percent ( 85%) any dependent coverage for those employees who have dependents covered by the County health plan.

#### 2. Payment in Lieu of Dependent Coverage

Employees who voluntarily elect not to enroll in the County’s medical insurance coverage, voluntarily elect to drop all their coverage or drop coverage for which they are eligible to a lower level of coverage, shall be eligible for the following annual payments paid quarterly as a cash payment:

Employee	\$1,200
Employee w/child(ren)	\$3,700
Employee w/spouse +/- child(ren)	\$5,700

If an employee chooses a coverage level lower than s/he is eligible for, the payment amount will be the difference between the eligible level of coverage and the level of coverage chosen. If an employee terminates employment before the end of a quarter in which this payment has been prepaid, the County will deduct the overpayment from the employee’s paycheck. On an annual basis, the employee must provide proof that s/he and his/her family have appropriate health insurance elsewhere.

Employees re-enrolling in the employer health plan may do so pursuant to the carrier’s rules and regulations. If the employee has a qualified change and elects to re-enroll themselves or dependents in the County’s health insurance plan, s/he may be required to reimburse the County for any stipends paid that cover the same period as re-enrollment in the plan.

### **B. Tax Deferred Annuity**

A tax deferred annuity program is available to all bargaining unit employees. Under this plan an employee may designate that a portion of his/her pay be deducted from each pay check and contributed to the plan. The minimum employee contribution is six hundred dollars (\$600.00) per year. For those employees who do not participate in the Maine Public Employees Retirement System, the County will match the employee’s contribution to a maximum of eight percent (8%) to an annuity program.

### **C. Maine Public Employees Retirement System (MainePERS)**

The County will participate in Maine Public Employees Retirement System (MainePERS) Plan 2C, which includes retirement after twenty-five (25) years of service, at any age, at half (1/2) pay. This benefit began July 1, 2003, and permitted purchase of all previous service at the expense of the employee.

Effective July 1, 2022, the County will make MainePERS Special Plan 3C available to eligible Bargaining Unit employees. Plan 3C, which includes retirement after twenty-five (25) years of service, at any age, at two-thirds (2/3) pay, will be for service rendered after June 30, 2022. Service rendered prior to July 1, 2022 will remain under Special Plan 2C.

### **D. Course Reimbursement**

#### **1. Conditions**

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are reasonably related to the improvement of position performance and approved in advance of taking the course by the County Commissioners. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. Course reimbursement shall be limited to six (6) credit hours per calendar year per employee. The decision of the County Commissioners is not subject to arbitration. Payment will be made by the Commissioners upon receipt by the Commissioners of a transcript showing the grade of "C" or better or pass in a pass/fail class for the course and a receipt or canceled check for the amount of tuition.

#### **2. Repayment for Tuition**

The payment for such tuition shall begin when the employee submits proof of payment of tuition and it has been approved. If an employee leaves employment with the County within twenty-four (24) months of completion of any reimbursed course, the employee shall reimburse the County 1/24<sup>th</sup> of the cost of the course for each month less than twenty-four (24).

### **E. Dental Insurance**

For the duration of this Agreement, the County agrees to make available to bargaining unit members a dental insurance plan. This plan will be selected by the Commissioners and for the duration of this Agreement the County will absorb twelve dollars and fifty cents (\$12.50) per month of the cost to the employee only. Eligible employees may elect to have family members covered at their own expense.

### **E. Section 125 and other Benefits**

A section 125 plan that enables employees to pay qualified medical insurance premiums with pre-tax dollars and all other employee benefits programs shall be established in accordance with the County Personnel Policy.

### **ARTICLE 13 – NEPOTISM/CONFLICT OF INTEREST**

No person will be hired, promoted, or transferred to a position where the selecting or supervisory authority will be a relative of the employee or where the selecting or supervisory authority has a significant personal relationship with the employee. A “relative” is defined as spouse, children, parents, sibling, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, or grandchild. When a member of the bargaining unit is involved in any personal relationship that is, or which could be perceived as a conflict of interest, the bargaining unit member must inform the County of the relationship.

### **ARTICLE 14 – OUTSIDE EMPLOYMENT**

A. No employee may engage in outside employment without the prior knowledge and consent of the County, which consent shall not be unreasonably withheld. The County agrees that a County employee may engage in outside employment if it does not interfere or appear to interfere with job performance and does not conflict or appear to conflict with the interests of the County, State, and Federal regulation.

B. No employee shall utilize County equipment, facilities, or supplies for personal business or outside employment except as specifically authorized by the Employer.

### **ARTICLE 15 – DISCIPLINE**

A. Disciplinary action shall include the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (in writing)
4. Demotion (in writing)
5. Discharge (in writing)

B. The listing of action above is not to be construed as being necessary in progression or limiting the Employer or his/her designee discretion as to which action to take.

C. Document of counseling sessions or meeting shall become a part of the employee’s record.

D. In any meeting between management and an employee in which the employee believes disciplinary action may result, the employee will be entitled to representation.

E. Should an employee be suspended or discharged and it is later proven unjustified, the employee shall be reinstated to his/her regular job and shall be made whole (including but not limited to full compensation for all lost time and to full restoration of all other rights and conditions of employment) minus any monies paid to him/her while out of work.

F. Any disciplinary action taken on an employee whose name is on the seniority list and has completed the probationary period, shall be for just cause and may be processed through the grievance and arbitration procedure.

## **ARTICLE 16 – RECORDS**

The Commissioners shall, upon written request from an employee, provide the employee with an opportunity to review the personnel file which the Commissioners maintain on that individual in accordance with the State Statues. Such review shall take place at the location where the personnel files are maintained during normal office hours. Employees may have one (1) copy of material in their personnel file without charge, thereafter they will pay the photocopy fee charged to the public for each copy. No adverse material will be placed in an employee's personnel file before s/he has signed it. The employee will be given a copy of the document for his/her own records.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

### **A. Definitions**

1. Grievance - A grievance for purposes of this Agreement, shall be defined as a dispute as to the meaning or application of the specific terms of this written Agreement.

2. Days - Days shall mean calendar day, exclusive of Saturday, Sunday, and legal holidays.

### **B. Formal Procedure**

#### 1. Employee Appeal

The employee and/or the Steward may file a written grievance with the Sheriff no later than twenty-one (21) days of the event giving rise to the grievance. The Sheriff shall meet with the employee within five (5) days of receipt of the written grievance and respond in writing within nine (9) days, after meeting.

#### 2. County Commissioners

If the employee is dissatisfied with the Sheriff's response, or if the Sheriff has not responded within the time limits of this Agreement, s/he and/or the Steward may present the grievance or appeal in writing to the Commissioners within seven (7) days of receipt of the Sheriff's decision. The Sheriff's response must be included with the appeal along with the reason

the employee disagrees with the Sheriff's decision. The Commissioners shall meet with the employee at their next regularly scheduled meeting provided the appeal is received by the Commissioners at least fourteen (14) days prior to their meeting. The date of the meeting will be mutually scheduled with the Union, preferably within these time limits. If the time limit cannot be met, the party requesting the extension will comply with §F.1. The Commissioners decision will be forwarded to the employee, in writing, within fourteen (14) days of the close of the meeting.

#### **D. Arbitration**

##### 1. Appeal Process

If the Union determines to appeal the Commissioners' decision, or if the Commissioners have not responded within the time limits of this Agreement, the Union shall, within fourteen (14) days after receipt of the Commissioners decision, submit such decision to arbitration by so appealing to the Maine Board of Arbitration and Conciliation, or an alternate panel agreed upon by both parties, and, at the same time, notifying the Commissioners with a copy of such submission.

##### 2. Arbitrator Selection

The arbitrators shall be without power or authority to make any decisions which require the commission of any act prohibited by law or which is violative of express terms of this Agreement. For discipline matters, the arbitrators shall not alter or amend the level of discipline imposed, but shall be confined to a determination of whether the offense charged occurred. The decision of the arbitrators shall be submitted to the County and the Union within thirty (30) days of the close of the record and shall be final and binding on the parties.

##### 3. Costs

The costs of the services of the arbitrators shall be borne equally by the County and the Union.

#### **E. Failure to Comply With Time Limits**

If a formal complaint is not appealed to the next higher level within the time limits so specified, such complaint shall be considered settled obviating the need for further consideration, unless the parties have mutually agreed to waive the time limit, in writing. Failure by the employee and/or Union to initiate or appeal a grievance pursuant to the procedures herein shall be deemed a waiver of further access to the grievance procedure on that issue.

#### **F. General Provisions**

##### 1. Extension of Time Limits

The time limits for processing grievances may be extended orally by mutual agreement between the parties and confirmed in writing.

2. Election of Remedies

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

3. Grievance Decisions

The Commissioners may overturn the discipline taken by the Sheriff if evidence is provided showing that just cause did not exist for such discipline. The decision of the Commissioners shall be based solely upon the evidence presented at the grievance hearing.

4. Content of Grievance

Each grievance must contain the name of the grievant, the date of occurrence to the best knowledge of the grievant, the current date, and the articles of the Agreement challenged and the remedy sought. A grievance may be filed as a class action provided the members of the class are similarly situated and the class is identified.

5. Content of Appeals

All grievance appeals must be responsive to the decision at the previous step.

6. Union Grievances

Whenever the Union is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form.

7. Filing at Lowest Level

A grievance must be initiated at the lowest level at which a remedy can be granted. If the grievant is not sure of which level of this procedure applies, the grievance must be filed at the initial step. By mutual agreement, any step of the grievance procedure may be waived.

8. Transcripts

If a party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

9. Non-Binding Decisions

The parties agree that the Sheriff may not bind the County by any grievance decision that alters or is in conflict with the terms of this Agreement or other policy decisions or procedural errors made by the Sheriff.

**ARTICLE 18 - WAGES**

**A Pay Scales**

Wages will be paid to employees in accordance with the pay scales set forth in Appendix A. attached to this Agreement.

**B. Stipends**

**1. Payment for College Degree**

Employees possessing or attaining a university or college degree having a direct relationship to the work assignment with the County shall be paid as listed below. The County Commissioners shall approve or disapprove work relevance of the degree. The decision will not be subject to arbitration.

- |     |                     |               |
|-----|---------------------|---------------|
| (a) | B.A. or B.S. Degree | \$.25 an hour |
| (b) | A.A. Degree         | \$.15 an hour |

**2. Payment for Military Service**

Employees who have served in any branch of the United States military and who have been honorably discharged at the completion of their service, or who are actively serving in an honorable status shall be entitled to the following pay:

- |     |  |                |
|-----|--|----------------|
| (a) | 5 years of active duty service or less   | \$.15 per hour |
| (b) | More than 5 years of active duty service | \$.25 per hour |

The County Commissioners shall approve or disapprove military duty status once documentation has been submitted by the employee. The decision will not be subject to arbitration.

**C. Specialty Pay**

Reconstructions, Defense Tactical, Drug Recognition Expert, and Firearms Instructor, will receive one hundred dollars (\$100) paid once a year on the second payroll in November in addition to their regular base pay.

Field Training Officers (as designated by the Sheriff) will receive \$.50 per hour for all hours working as a Field Training Officer.

**D. K-9 Officers**

K-9 officers are paid \$2,000 as a reimbursement for costs of care and feeding of the dog, paid in quarterly installments. Medical costs will be paid directly to the provider by the County.

**E. On-Call Pay**

On-call sergeants, detectives, lieutenant, special services supervisor, and special services officers will be paid \$.50 per hour for all hours paid.

## **F. Court Time**

An employee, who is required to attend Court or a BMV hearing related to their employment as a deputy, shall receive a minimum of three (3) hours compensation paid at the employee's overtime rate for such attendance, should the court time attendance be outside the employee's regular schedule. Fee received by the employee while on duty for testifying in civil, state or federal courts will be reimbursed to the County. This provision shall not apply to disputes which arise out of the employee-employer relationship.

## **G. Call-out Pay**

An employee who is required to report to work for an unscheduled shift shall be guaranteed either a minimum of three (3) hours of work at the overtime rate or three (3) hours of pay at the overtime rate except when such time is contiguous to the workday. An employee who is called out to work on subsequent call outs on the same calendar day following the initial guarantee of three (3) hours of work or compensation shall be paid for actual time worked at the overtime rate for subsequent call outs. Additional work hours that are scheduled at least 24 hours in advance shall not be treated as a call-out shift and shall be paid in accordance with Article 9C.

## **H. Placement on the Salary Scale**

New hires who are Maine Criminal Justice Academy certified or who obtain the equivalent MCJA waiver in the classification directly related either as a law enforcement officer or corrections officer may be placed on the salary scale as recommended by the Sheriff. Additionally, the employee may be allowed a vacation accrual rate greater than the entry level rate. The County will meet and consult with the Union prior regarding the evaluation of the new hire's prior experience, but the final decision as to experience credit granted shall be that of the County..

The County agrees not to place any new employee on the scale at a point higher than the employee's experience in the specific classification.

## **I. Change in Position**

1. **Salary Increase at Time of Promotion:** When an employee is promoted to a position in a higher pay grade, the employee's salary will be increased in the following manner:

If the new position is one (1) grade higher, the pay rate will increase a minimum of \$1.00 per hour. If the new position is two (2) grades higher, the pay rate will increase a minimum of \$2.00 per hour. If the new position is three (3) grades higher, the pay rate will increase a minimum of \$3.00 per hour. In each case, the employee is placed in the pay scale at the step that ensures the minimum is reached.



2. **Salary Decrease at Time of Demotion:** When an employee is demoted to a position in a lower pay grade, the employee's salary will be decreased in the following manner:

If the new position is one (1) grade lower, the pay rate will decrease a minimum of \$1.00 per hour. If the new position is two (2) grades lower, the pay rate will decrease a minimum of \$2.00 per hour. If the new position is three (3) grades lower, the pay rate will decrease a minimum of \$3.00 per hour. In each case, the employee is placed in the pay scale at the step that ensures the minimum is reached.

**J. Time in Grade**

Time in grade means time actually working in the position and does not include time on lay off or while on leave of absence.

**K. Pay Checks**

Pay check stubs will show hours worked at regular time, overtime, and special details; accrued vacation and sick leave; compensatory time; and all other standard deductions.

**ARTICLE 19 – SEVERABILITY OR SAVINGS**

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

**ARTICLE 20 – NON-PROVISION**

Any action or right not expressly provided for in this Agreement shall be reserved to the County.

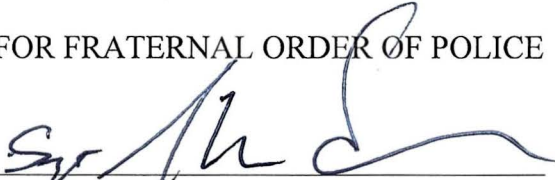
**ARTICLE 21 – DURATION**


This Agreement shall be effective January 1, 2022 except as otherwise specified, and shall remain in effect until December 31, 2024. Any section of this Agreement may be reopened to negotiations with the written mutual consent of the Employer and Union.

This Agreement shall expire on the date indicated and shall not be continued except as provided in statutes.


IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of March, 2022.

FOR FRATERNAL ORDER OF POLICE


  
\_\_\_\_\_  
Alan Shea, President

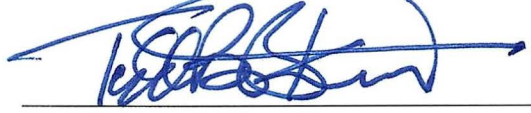
  
\_\_\_\_\_  
Ronald Rollins, Vice President

FOR THE COMMISSIONERS

  
\_\_\_\_\_  
Mary R. Trescot, Member

  
\_\_\_\_\_  
William B. Blodgett, Member

  
\_\_\_\_\_  
Hamilton W. Meserve, Chair

  
\_\_\_\_\_  
Todd Brackett, Sheriff

# APPENDIX A

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	
<b>2022 SCALE (1/1-12/31/22)</b>																				
PROG & TRANS - Grade 12	\$ 24.34	\$ 24.76	\$ 25.18	\$ 25.61	\$ 26.05	\$ 26.50	\$ 26.96	\$ 27.43	\$ 27.91	\$ 28.39	\$ 28.89	\$ 29.39	\$ 29.91	\$ 30.44	\$ 30.98	\$ 31.52	\$ 32.08	\$ 32.65	\$ 33.23	
DEPUTY - Grade 13	\$ 26.00	\$ 26.45	\$ 26.91	\$ 27.37	\$ 27.85	\$ 28.33	\$ 28.83	\$ 29.34	\$ 29.85	\$ 30.38	\$ 30.91	\$ 31.46	\$ 32.02	\$ 32.59	\$ 33.17	\$ 33.76	\$ 34.36	\$ 34.98	\$ 35.61	
DETECTIVES - Grade 14	\$ 27.79	\$ 28.27	\$ 28.77	\$ 29.27	\$ 29.79	\$ 30.31	\$ 30.85	\$ 31.39	\$ 31.95	\$ 32.52	\$ 33.09	\$ 33.68	\$ 34.29	\$ 34.90	\$ 35.53	\$ 36.17	\$ 36.82	\$ 37.48	\$ 38.16	
SERGEANTS - Grade 15	\$ 29.73	\$ 30.25	\$ 30.79	\$ 31.33	\$ 31.89	\$ 32.45	\$ 33.03	\$ 33.62	\$ 34.22	\$ 34.83	\$ 35.46	\$ 36.10	\$ 36.75	\$ 37.41	\$ 38.09	\$ 38.78	\$ 39.48	\$ 40.20	\$ 40.93	
LIEUTENANTS - Grade 17	\$ 34.09	\$ 34.70	\$ 35.32	\$ 35.96	\$ 36.61	\$ 37.27	\$ 37.94	\$ 38.63	\$ 39.33	\$ 40.04	\$ 40.77	\$ 41.52	\$ 42.28	\$ 43.05	\$ 43.84	\$ 44.65	\$ 45.47	\$ 46.31	\$ 47.16	

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	
<b>2023 SCALE (1/1-12/31/23)</b>																				
PROG & TRANS - Grade 12	\$ 25.07	\$ 25.50	\$ 25.93	\$ 26.38	\$ 26.83	\$ 27.30	\$ 27.77	\$ 28.25	\$ 28.74	\$ 29.24	\$ 29.76	\$ 30.28	\$ 30.81	\$ 31.35	\$ 31.90	\$ 32.47	\$ 33.05	\$ 33.63	\$ 34.23	
DEPUTY - Grade 13	\$ 26.78	\$ 27.24	\$ 27.71	\$ 28.19	\$ 28.68	\$ 29.18	\$ 29.69	\$ 30.22	\$ 30.75	\$ 31.29	\$ 31.84	\$ 32.40	\$ 32.98	\$ 33.56	\$ 34.16	\$ 34.77	\$ 35.39	\$ 36.03	\$ 36.67	
DETECTIVES - Grade 14	\$ 28.62	\$ 29.12	\$ 29.63	\$ 30.15	\$ 30.68	\$ 31.22	\$ 31.77	\$ 32.33	\$ 32.91	\$ 33.49	\$ 34.09	\$ 34.70	\$ 35.32	\$ 35.95	\$ 36.59	\$ 37.25	\$ 37.92	\$ 38.61	\$ 39.31	
SERGEANTS - Grade 15	\$ 30.62	\$ 31.16	\$ 31.71	\$ 32.27	\$ 32.84	\$ 33.43	\$ 34.02	\$ 34.63	\$ 35.25	\$ 35.88	\$ 36.52	\$ 37.18	\$ 37.85	\$ 38.53	\$ 39.23	\$ 39.94	\$ 40.67	\$ 41.41	\$ 42.16	
LIEUTENANTS - Grade 17	\$ 35.11	\$ 35.74	\$ 36.38	\$ 37.04	\$ 37.70	\$ 38.38	\$ 39.08	\$ 39.79	\$ 40.51	\$ 41.25	\$ 42.00	\$ 42.76	\$ 43.55	\$ 44.34	\$ 45.16	\$ 45.99	\$ 46.83	\$ 47.69	\$ 48.57	

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	
<b>2024 SCALE (1/1-12/31/24)</b>																				
PROG & TRANS - Grade 12	\$ 25.82	\$ 26.26	\$ 26.71	\$ 27.17	\$ 27.64	\$ 28.12	\$ 28.60	\$ 29.10	\$ 29.60	\$ 30.12	\$ 30.65	\$ 31.19	\$ 31.73	\$ 32.29	\$ 32.86	\$ 33.44	\$ 34.04	\$ 34.64	\$ 35.26	
DEPUTY - Grade 13	\$ 27.58	\$ 28.06	\$ 28.54	\$ 29.04	\$ 29.54	\$ 30.06	\$ 30.59	\$ 31.12	\$ 31.67	\$ 32.23	\$ 32.79	\$ 33.37	\$ 33.97	\$ 34.57	\$ 35.19	\$ 35.81	\$ 36.45	\$ 37.11	\$ 37.77	
DETECTIVES - Grade 14	\$ 29.48	\$ 30.00	\$ 30.52	\$ 31.06	\$ 31.60	\$ 32.16	\$ 32.72	\$ 33.30	\$ 33.89	\$ 34.50	\$ 35.11	\$ 35.74	\$ 36.37	\$ 37.03	\$ 37.69	\$ 38.37	\$ 39.06	\$ 39.77	\$ 40.49	
SERGEANTS - Grade 15	\$ 31.54	\$ 32.10	\$ 32.66	\$ 33.24	\$ 33.83	\$ 34.43	\$ 35.04	\$ 35.67	\$ 36.30	\$ 36.95	\$ 37.62	\$ 38.29	\$ 38.99	\$ 39.69	\$ 40.41	\$ 41.14	\$ 41.89	\$ 42.65	\$ 43.43	
LIEUTENANTS - Grade 17	\$ 36.17	\$ 36.81	\$ 37.47	\$ 38.15	\$ 38.84	\$ 39.54	\$ 40.25	\$ 40.98	\$ 41.72	\$ 42.48	\$ 43.26	\$ 44.05	\$ 44.85	\$ 45.67	\$ 46.51	\$ 47.36	\$ 48.24	\$ 49.13	\$ 50.03	

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